FORM 6-K

Current report of foreign issuer pursuant to Rules 13a-16 and 15d-16 Amendments

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 6-K

REPORT OF FOREIGN ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16 OF THE
SECURITIES EXCHANGE ACT OF 1934

For the month of January 2013

(Commission File No. 001-32305)

CORPBANCA

(Translation of registrant' s name into English)

Rosario Norte 660
Las Condes
Santiago, Chile
(Address of registrant' s principal executive office)

Indicate by check mark whether the registrant files or will file annual reports under cover Form 20-F or Form 40-F. Form 20-F ☒ Form 40-F ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101 (b) (1): Yes ☐ No ☒

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101 (b) (7): Yes ☐ No ☒

Indicate by check mark whether the registrant by furnishing the information contained in this Form is also thereby furnishing the information to the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934. Yes ☐ No ☒

EXHIBITS

Number	Description
1.1	Underwriting Agreement dated January 10, 2013, between CorpBanca and the underwriters named therein relating to CorpBanca' s 3.125% senior notes due 2018.
5.1	Opinion of Dechert LLP.
5.2	Opinion of Barros & Errázuriz Abogados.
8.1	Opinion of Dechert LLP.
8.2	Opinion of Barros & Errázuriz Abogados.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereto duly authorized.

CORPBANCA
(Registrant)

By: /s/ Eugenio Gigogne
Name: Eugenio Gigogne
Title: Chief Financial Officer

Date: January 11, 2013

EXHIBIT INDEX

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Exhibit 1.1

EXECUTION VERSION

$800,000,000

CORPBANCA
(a Chilean corporation)

3.125% Senior Notes due 2018

Underwriting Agreement

January 10, 2013

Citigroup Global Markets Inc.
388 Greenwich Street, 1st Floor
New York, NY 10013

J.P. Morgan Securities LLC
383 Madison Avenue
New York, NY 10179

Ladies and Gentlemen:

CorpBanca, a banking corporation (*sociedad anónima bancaria*) organized under the laws of the Republic of Chile (the "Company"), proposes, subject to the terms and conditions stated herein, to issue and sell to Citigroup Global Markets Inc., and J.P. Morgan Securities LLC (each, an "Underwriter" and collectively the "Underwriters"), US$800,000,000 aggregate principal amount of 3.125% notes due 2018 (the "Notes"). The Notes will be issued pursuant to an indenture dated January 15, 2013 (the "Original Indenture") among the Company, Deutsche Bank Trust Company Americas, as trustee (the "Trustee"), registrar, paying agent and transfer agent and Deutsche Bank S.A. as Luxembourg paying agent and transfer agent, as supplemented by the amended and restated first supplemental indenture dated as of January 15, 2013 (the "First Supplemental Indenture" together with the Original Indenture and any further supplements thereto, being hereinafter referred to as the "Indenture").

The Underwriter will purchase the Notes from the Company, on the basis of the representations, warranties and agreements set forth in this Agreement and subject to the conditions and other provisions herein.

On December 6, 2011, the Company and Inversiones Corpgroup Interhold Limitada (formerly Corp Group Interhold S.A.) ("CorpGroup") entered into a purchase agreement with Banco Santander, S.A. pursuant to which the Company and CorpGroup acquired a 91.9% and 7.4% equity interest in Banco Santander Colombia S.A. (now known as Banco CorpBanca Colombia S.A. or "CorpBanca Colombia"), respectively, and certain of CorpBanca Colombia' s subsidiaries (the "CorpBanca Colombia Acquisition").

On October 9, 2012, an affiliate of CorpGroup, HB Acquisition S.A.S., a company organized under the laws of the Republic of Colombia (the "Acquirer"), entered into a share purchase agreement with Inversiones Timón S.A.S., Inversiones Carrón S.A.S. and Comercial Camacho Gómez S.A.S. (the "Sellers"), pursuant to which the Acquirer agreed to acquire up to 100% equity interest in Helm Bank S.A. ("HelmBank") from the Sellers and third parties (the acquisition of HelmBank is hereinafter called the "Helm Acquisition"). The closing of the Helm Acquisition is subject to the obtaining of the regulatory approvals from the competent Chilean, Colombian, Panamanian and Cayman authorities, the obtaining of the resources needed to finance the purchase price and other customary conditions for this type of transaction.

This Agreement, the Indenture and the Notes are referred to herein as the "Transaction Documents".

SECTION 1. Representations and Warranties by the Company. The Company represents and warrants to, and agrees with, the Underwriters that:

(a) *Registration Statements and Prospectuses*. An "automatic shelf registration statement" as defined under Rule 405 under the Act of 1933, as amended, (the "Act") (such Act, together with the rules and regulations of the U.S. Securities and Exchange Commission (the "Commission") promulgated thereunder), on Form F-3ASR (File No. 333-173509) in respect of the Notes has been filed with the Commission not earlier than three years prior to the date hereof; such registration statement, and any post-effective amendment thereto, became effective on filing; no stop order suspending the effectiveness of such registration statement or any part thereof has been issued, and, to the best knowledge of the Company, no proceeding for that purpose has been initiated or threatened by the Commission, and no notice of objection of the Commission to the use of such registration statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Act has been received by the Company (the base prospectus filed as part of such registration statement, in the form in which it has most recently been filed with the Commission on or prior to the date of this Agreement, is hereinafter called the "Base Prospectus"; any preliminary prospectus (including any preliminary prospectus supplement) relating to the Notes filed with the Commission pursuant to Rule 424(b) under the Act is hereinafter called a "Preliminary Prospectus"; the various parts of such registration statement, including any prospectus supplement relating to the Notes that is filed with the Commission and deemed by virtue of Rule 430B to be part of such registration statement, each as amended at the time such part of the registration statement became effective, are hereinafter collectively called the "Registration Statement"); the Registration Statement complied and will comply in all material respects with the Act and the Trust Indenture Act of 1939, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Trust Indenture Act"), the Base Prospectus, as amended and supplemented immediately by the documents listed in Schedule I hereto prior to the Applicable Time (as defined in Section 1(e) hereof), is hereinafter called the "Pricing Prospectus"; the form of the final prospectus relating to the Notes filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 4(a) hereof is hereinafter called the "Prospectus"; any reference herein to the Base Prospectus, the Pricing Prospectus, any

Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 6 of Form F-3 under the Act, as of the date of such prospectus, as the case may be; any reference to any amendment or supplement to the Base Prospectus, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any post-effective amendment to the Registration Statement, any prospectus supplement relating to the Notes filed with the Commission pursuant to Rule 424(b) under the Act and any documents filed under the Notes Exchange Act of 1934, as amended (the "Exchange Act"), and incorporated therein, in each case after the date of the Base Prospectus, such Preliminary Prospectus, or the Prospectus, as the case may be; any reference to any amendment to the Registration Statement shall be deemed to refer to and include any annual report of the Company filed pursuant to Section 13(a) or 15(d) of the Exchange Act after the effective date of the Registration Statement that is incorporated by reference in the Registration Statement).

(b) *Effectiveness of Registration Statement*. No order preventing or suspending the use of any Registration Statement, has been issued by the Commission, and the Registration Statement, at the time of filing thereof, conformed in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder, and did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no representation and warranty with respect to (i) that part of the Registration Statement that constitutes the Statement of Eligibility and Qualification (Form T-1) of the Trustee under the Trust Indenture Act or and (ii) this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the information furnished in writing to the Company by the Underwriters expressly for use therein. For purposes of this Agreement, the only information furnished or to be furnished by the Underwriters to the Company for inclusion in the Registration Statement, the Preliminary Prospectus or the Prospectus consists of (a) the information set forth in the third and fourth sentences of the third paragraph under the heading "Commissions and Discounts" and the first paragraph under the heading "Price Stabilization and Short Positions" under the caption "Underwriting" in the Preliminary Prospectus, and (b) the information set forth in the second and third sentences of the third paragraph under the heading "Commissions and Discounts" and the first paragraph under the heading "Price Stabilization and Short Positions" under the caption "Underwriting" in the Prospectus, (collectively, the "Underwriter Information").

(c) *Effectiveness of Prospectuses.* No order preventing or suspending the use of any Prospectus or Preliminary Prospectus has been issued by the Commission, and each Prospectus or Preliminary Prospectus, at the time of filing thereof, complied in all material respects with the Act and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation and warranty with respect to any statements or omissions made in reliance upon and in

conformity with information relating to any Underwriter Information furnished to the Company in writing by such Underwriter expressly for use in any Prospectus, Preliminary Prospectus or any Issuer Free Writing Prospectus.

(d) *Issuer Free Writing Prospectus*. The Company has not prepared, made, used, authorized, approved or referred to and will not prepare, make, use, authorize, approve or refer to any "written communication" (as defined in Rule 405 under the Act) that constitutes an offer to sell or solicitation of an offer to buy the Notes (each such communication by the Company or their agents and representatives (other than a communication referred to in clauses (i), (ii) and (iii) below) an "Issuer Free Writing Prospectus") other than (i) any document not constituting a prospectus pursuant to Section 2(a)(10)(a) of the Act or Rule 134 under the Act, (ii) the Preliminary Prospectus, (iii) the Prospectus, (iv) the documents listed on Schedule I hereto and (v) any electronic road show or other written communications, in each case approved in writing in advance by the Underwriters. Each such Issuer Free Writing Prospectus complied in all material respects with the Act, has been or will be (within the time period specified in Rule 433) filed in accordance with the Act (to the extent required thereby) and, when taken together with the Preliminary Prospectus filed prior to the first use of such Issuer Free Writing Prospectus, did not, and at the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation and warranty with respect to any statements or omissions made in each such Issuer Free Writing Prospectus in reliance upon and in conformity with any Underwriter Information furnished to the Company in writing by such Underwriter expressly for use in any Issuer Free Writing Prospectus.

(e) *Accurate Disclosure.* For the purposes of this Agreement, the "Applicable Time" is 3:30 p.m. (Eastern Time) on the date of this Agreement. The Pricing Prospectus, as of the Applicable Time and as of the closing, did not and will not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and each Issuer Free Writing Prospectus, each as amended or supplemented as of the Applicable Time, by the documents listed on Schedule I hereto does not conflict with the information contained in the Registration Statement, the Pricing Prospectus or the Prospectus and each such Issuer Free Writing Prospectus, as supplemented by and taken together with the Pricing Prospectus, as of the Applicable Time, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to statements or omissions made in an Issuer Free Writing Prospectus in reliance upon and in conformity with the Underwriter Information.

(f) *Incorporation by Reference*. The documents incorporated by reference in the Pricing Prospectus and the Prospectus, including the Company' s Annual Report on Form 20-F for the fiscal year ended December 31, 2011, filed on April 30, 2012 with the

Commission, as amended on Form 20-F/A filed on May 16, 2012, when they became effective or were filed with the Commission, as the case may be, conformed in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder, and none of such documents contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; any further documents so filed and incorporated by reference in the Prospectus or any further amendment or supplement thereto, when such documents become effective or are filed with the Commission, as the case may be, will conform in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information; and no such documents were filed with the Commission since the Commission' s close of business on the business day immediately prior to the date of this Agreement and prior to the execution of this Agreement.

(g) *Financial Statements of the Company*. The consolidated financial statements of the Company included or incorporated by reference in the Registration Statement, the Pricing Prospectus and the Prospectus, together with the related schedules and notes (together the "Company Financial Statements") present fairly in all material respects the financial position of the Company and its consolidated subsidiaries at the dates indicated and their results of operations, changes in shareholders' equity and cash flows for the periods specified, and the Company Financial Statements have been prepared in conformity with the International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board and applied on a consistent basis throughout the periods involved. The selected financial data and the summary financial information of the Company included in the Pricing Prospectus and Prospectus present fairly the information shown therein and have been compiled on a basis consistent with that of the audited financial statements included in the Registration Statement.

(h) *Financial Statements of CorpBanca Colombia.* The consolidated financial statements included or incorporated by reference in the Registration Statement, the Pricing Prospectus and the Prospectus, together with the related schedules and notes, present fairly in all material respects the financial position of CorpBanca Colombia and its consolidated subsidiaries as of the dates indicated and the results of operations, changes in shareholders' equity and statement of cash flows of CorpBanca Colombia and its consolidated subsidiaries for the periods specified, including the years ended December 31, 2011 and December 31, 2010 and the nine months ended September 30, 2012 (together the "CorpBanca Colombia Financial Statements"), and the CorpBanca Colombia Financial Statements have been prepared in conformity with IFRS as issued by the International Accounting Standards Board and applied on a consistent basis throughout the periods involved.

(i) *Pro Forma Financial Statements.* The Company' s pro forma condensed combined financial statements and the related notes thereto, giving effect to the CorpBanca Colombia Acquisition as if the acquisition had occurred as of January 1, 2011, including the unaudited condensed combined balance sheet for the year ended December 31, 2011 and statements of income for the year ended December 31, 2011 and the nine months ended September 30, 2012, included in the Pricing Prospectus and the Prospectus (the "Pro Forma Financial Statements") present fairly in all material respects the information shown therein, have been prepared in accordance with the Commission' s rules and guidelines with respect to pro forma financial statements and have been properly compiled on the bases described therein, and the assumptions used in the preparation thereof are reasonable and the adjustments used therein are appropriate to give effect to the transactions and circumstances referred to therein.

(j) *Compliance with Securities Regulations*. The Registration Statement conforms, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus will conform, in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder and do not and will not, as of the applicable effective date as to each part of the Registration Statement and as of the applicable filing date as to the Prospectus and any amendment or supplement thereto, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information.

(k) *No Material Adverse Change in Business.* (A) As of the date hereof, (1) Neither the Company nor any of its "significant subsidiaries" as such term is defined in Rule 1-02(w) of Regulation S-X ("Significant Subsidiaries", all of which are listed on Schedule II hereof), has sustained since the date of the latest audited financial statements included or incorporated by reference in the Pricing Prospectus, any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Pricing Prospectus, (2) since the respective dates as of which information is given in the Registration Statement, the Pricing Prospectus and the Prospectus, there has not been any change in the capital stock or long term debt of the Company or any of its Significant Subsidiaries or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, financial position, shareholders' equity or results of operations of the Company and its Significant Subsidiaries taken as a whole, whether or not arising from transactions in the ordinary course of business ("Material Adverse Effect") otherwise than as set forth or contemplated in the Pricing Prospectus, (3) there have been no transactions entered into by the Company or any of its subsidiaries other than those in the ordinary course of business, which are material with respect to the Company and its Significant Subsidiaries considered as one enterprise and (4) except for annual dividends on any of the Company' s common shares in amounts per share that are consistent with past practice, there has been no dividend or distribution of any kind declared, paid or made

by the Company on any class of its capital stock; (B) as of the date hereof, to the best knowledge of the Company, since the respective dates as of which information with respect to Helm Bank is given in the Registration Statement, the Pricing Prospectus and the Prospectus, there has not been any Material Adverse Effect with respect to Helm Bank otherwise than as set forth or contemplated in the Pricing Prospectus.

(l) *Title to Property.* The Company and its Significant Subsidiaries have good and marketable title to all real property and good and marketable title to all personal property owned by them, in each case free and clear of all liens, encumbrances and defects except such as are described in the Registration Statement, Pricing Prospectus and Prospectus or such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company and its Significant Subsidiaries; and any real property and buildings held under lease by the Company and its Significant Subsidiaries are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and do not materially interfere with the use made and proposed to be made of such property and buildings by the Company and its Significant Subsidiaries.

(m) *Good Standing of Company and its Significant Subsidiaries.* Each of the Company and its Significant Subsidiaries has been duly organized and is validly existing as a corporation in good standing under the laws of its respective jurisdiction of organization, with power and authority (corporate or otherwise) to own its respective properties and conduct its respective business as described in the Registration Statement, Pricing Prospectus and Prospectus, and has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except where the failure to be in good standing, to have such power and authority or to be so qualified would not have, individually or in the aggregate, a Material Adverse Effect.

(n) *Capitalization.* The Company has an authorized capitalization as set forth in the Registration Statement, Pricing Prospectus and the Prospectus and all of the issued shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non assessable and conform to the description of the common shares contained in the Registration Statement, Pricing Prospectus and Prospectus; and all of the issued shares of capital stock of the subsidiaries of the Company has been duly and validly authorized and issued, are fully paid and non assessable and (except for directors' qualifying shares) are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims; none of the outstanding shares of capital stock of the Company or any subsidiary was issued in violation of any preemptive or similar rights of any securityholder of the Company or such subsidiary, it being understood that the common shares to be issued as ADSs have been issued in compliance with applicable Chilean law requirements.

(o) *Authorization of Agreement.* This Agreement has been duly authorized, executed and delivered by the Company and, assuming this Agreement has been duly executed and delivered by the Underwriters, each constitutes a valid and binding

agreement of the Company, enforceable against the Company in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally, except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law) and except that rights to indemnity and contribution thereunder may be limited by applicable law and public policy.

(p) *Authorization and Description of Notes.* The Notes have been duly authorized by the Company, and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters in accordance with the terms of this Agreement, will be valid and binding obligations of the Company, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and general principles of equity, and will be entitled to the benefits of the Indenture; there are no restrictions on subsequent transfers of such Notes to be delivered to the Underwriters, except as described in the Prospectus under "Description of the Notes"; and the statements made in the Base Prospectus under the heading "Description of debt securities" and in each of the Pricing Prospectus and the Prospectus under the caption "Description of the Notes," including, in the case of the Pricing Prospectus, the information set forth in the final term sheet (the "Pricing Term Sheet"), insofar as they purport to constitute summaries of certain terms of documents referred to therein, constitute accurate summaries of such terms in all material respects; no holder of the Notes will be subject to personal liability by reason of being such a holder.

(q) *Authorization of the Indenture*: The Indenture has been duly authorized by the Company and upon effectiveness of the Registration Statement was duly qualified under the Trust Indenture Act and, when duly executed and delivered by the Company, and the Trustee, will constitute a valid and legally binding agreement of each of the Company, enforceable against the Company in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether the enforceability is considered in a proceeding in equity or at law).

(r) *No Conflicts of Transaction Documents with Various Matters.* (i) Other than as set forth in the Pricing Prospectus and the Prospectus, the issue and sale of the Notes and the compliance by the Company with, and the execution, delivery and performance of this Agreement and the Indenture and the consummation of the transactions contemplated herein and therein and in the Registration Statement, the Pricing Prospectus and the Prospectus will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or

any of its subsidiaries is subject, except for any such conflict, breach, violation or default that would not, individually or in the aggregate, have a Material Adverse Effect or materially adversely affect consummation of the transaction contemplated herewith; nor will such action result in any violation of any law or statute or any order, rule or regulation, judgment, order, writ or clause of any arbitrator, court or governmental agency, administrative body or body having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, assets or operations, except for any such violation that would not, individually or in the aggregate, have a Material Adverse Effect or materially adversely affect consummation of the transaction contemplated herewith; nor will such action result in any violation of the provisions of the Certificate of Incorporation or By-laws (*estatutos sociales*) or similar organizational documents of the Company and (ii) no consent, approval, authorization, order, registration, filing or qualification of or with any such court or governmental agency or body is required for the issue and sale of the Notes or the consummation by the Company of the transactions contemplated by this Agreement, the Indenture, and the Registration Statement, the Pricing Prospectus and the Prospectus except (A) the approvals of and filings with the Chilean Superintendency of Banks and Financial Institutions (*Superintendencia de Bancos e Instituciones Financieras*, or "SBIF"), and the Santiago Stock Exchange, relating to the offering of the Notes which have been already obtained and are in full force and effect, and except that final executed copies of this Agreement, the Indenture and the Prospectus must be filed with the SBIF; (B) such as have been already obtained or as may be required under the Act or the rules and regulations of the Commission thereunder or state securities or Blue Sky laws in connection with the purchase and distribution of the Notes by the Underwriters; (C) the qualification of the Indenture under the Trust Indenture Act and (D) such as may be required under the securities laws of jurisdictions other than Chile or the United States.

(s) *No Existing or Current Violation or Default.* Neither the Company nor any of its subsidiaries is (A) in violation of its Certificate of Incorporation or By-laws or similar organizational documents, (B) other than as set forth in the Pricing Prospectus and the Prospectus, in default in the performance or observance of any material obligation, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound, or (C) in violation of any law, statute, rule, regulation, judgment, order, writ or decree of any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, assets or operations, except in the case of clauses (B) and (C), for such violations that would not, singly or in the aggregate, result in a Material Adverse Effect.

(t) *Description of Notes*. The statements set forth in the Registration Statement under the captions "Description of debt securities" and "Description of the Notes," insofar as they purport to constitute a summary of the terms of the Notes, respectively, under the caption "Tax Considerations", and under the caption "Underwriting", insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate, complete and fair.

(u) *Absence of Proceedings.* Other than as set forth in the Pricing Prospectus and Prospectus, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or of which any property of the Company or any of its subsidiaries is the subject which, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have a Material Adverse Effect or materially adversely affect the consummation of the transaction contemplated hereunder, on the current or future financial position, shareholders' equity or results of operations of the Company and its subsidiaries; and, to the Company' s knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others.

(v) *Possession of Licenses and Permits.* The Company and its Significant Subsidiaries possess such permits, licenses, approvals, consents and other authorizations (collectively, "Governmental Licenses") issued by the appropriate Chilean, Colombian, Spanish or United States regulatory agencies or bodies and has made all necessary filings required under any federal, state, local or foreign law, regulation or rule and has obtained all Governmental Licenses necessary to conduct the business now operated by them, except where the failure to have such Governmental Licenses or to make such filings would not, singly or in the aggregate, result in a Material Adverse Effect; the Company and its Significant Subsidiaries are in compliance with the terms and conditions of all such Governmental Licenses and their respective filing requirements, except where the failure so to comply would not, singly or in the aggregate, result in a Material Adverse Effect; all of the Governmental Licenses are valid and in full force and effect, except when the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not, singly or in the aggregate, result in a Material Adverse Effect; and neither the Company nor any of its Significant Subsidiaries has received any notice of proceedings relating to the revocation or modification of any such Governmental Licenses or any federal, state, local or foreign law, regulation or rule or any decree, order or judgment applicable to the Company or its Significant Subsidiaries which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in a Material Adverse Effect.

(w) *Accuracy of Exhibits.* There are no contracts or documents which are required to be described in the Registration Statement, the Pricing Prospectus, the Prospectus or the documents incorporated by reference therein or to be filed as exhibits thereto which have not been so described and filed as required.

(x) *Chilean Taxation*. Other than as set forth in the Registration Statement, the Pricing Prospectus, the Prospectus or any document incorporated by reference therein, under current Chilean law and regulations, no transaction tax, stamp duty or similar tax or duty or withholding or other taxes are payable by or on behalf of the Underwriter to Chile or any political subdivision or taxing authority thereof or therein in connection with the sale and delivery of the Notes by the Company as contemplated by this Agreement or the Indenture or in connection with the execution, delivery or enforcement of this Agreement or the Indenture, except (i) that any other payment, compensation or reimbursement of cost made to persons domiciled or residing outside

of Chile is subject to a withholding tax at a rate of up to 35%, except if (a) the payment is deemed a "*comisión mercantil*" pursuant to the Commercial Code of Chile and timely reported to the Chilean Internal Revenue Service and, thus, benefits from the tax exemption established under the provisions of paragraph 2 of Article 59 of the Chilean Income Tax Law, in which case such payment is exempted from withholding tax, or (b) the payment is deemed a technical assistance service fee, in which case it will be generally subject to a 15% withholding tax, provided that the beneficiary is not a "related entity" or domiciled or a resident in any of the countries considered "tax havens" or harmful preferential tax regimens included in the list issued from time to time by the Ministry of Finance of Chile for such purposes, or (c) the payment is made to a resident of a country or jurisdiction with which Chile has entered into a double tax treaty, and (ii) for taxes, if any, imposed on the net income of the Underwriters, if, other than as a result of the offer and sale of the Notes contemplated hereby, it has a branch or a permanent establishment in Chile or is treated as carrying on business in Chile.

(y) *Investment Company Act.* The Company is not and, after giving effect to the offering and sale of the Notes and the application of the proceeds thereof, will not be an "investment company", as such term is defined in the Investment Company Act of 1940, as amended (the "Investment Company Act").

(z) *Well-Known Seasoned Issuer.* (A) (i) At the time of filing the Registration Statement, (ii) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the Exchange Act or form of prospectus), and (iii) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c) under the Act) made any offer relating to the Notes in reliance on the exemption of Rule 163 under the Act, the Company was a "well-known seasoned issuer" as defined in Rule 405 under the Act; and (B) at the earliest time after the filing of the Registration Statement that the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) under the Act) of the Notes, the Company was not an "ineligible issuer" as defined in Rule 405 under the Act.

(aa) *Chilean Independent Accountants.* Deloitte & Touche Sociedad de Auditores y Consultores Ltda. ("Deloitte Chile"), who has audited the Company Financial Statements included or incorporated by references in the Registration Statement, Pricing Prospectus and the Prospectus, and have audited the Company' s internal control over financial reporting and management' s assessment thereof, are independent public accountants as required by the Act, the Exchange Act, and the Public Company Accounting Oversight Board, and are registered as independent auditors (*auditores independientes*) with the Superintendency of Securities and Insurance (*Superintendencia de Valores y Seguros*, or "SVS") and the SBIF.

(bb) Colombian Independent Accountants. Deloitte & Touche LTDA. ("Deloitte Colombia"), who has audited the CorpBanca Colombia Financial Statements included in the Registration Statement, Pricing Prospectus and the Prospectus, are independent public accountants as required by the Act, the Exchange Act, and Rule 101 of the

AICPA' s Code of Professional Conduct and its interpretations and rulings, and are registered as independent auditors (*auditores independientes*) within the applicable rules and regulations at the *Junta General de Contadores*, the Colombian accounting oversight entity, and as otherwise required by Colombian law and accounting standards.

(cc) *Payment of Taxes.* All material tax returns required to be filed by the Company and each of its Significant Subsidiaries have been filed or the Company has requested extensions thereof, and all material taxes and other assessments of a similar nature (whether imposed directly or through withholding) including any interest, additions to tax or penalties applicable thereto due or claimed to be due from such entities have been paid, other than those being contested in good faith and for which adequate reserves have been provided.

(dd) *Accounting Controls.* The Company and each of its Significant Subsidiaries, to the extent applicable, maintain effective internal control over financial reporting (as defined under Rule 13a-15 and 15d-15 under the Exchange Act Regulations) and a system of internal accounting controls sufficient to provide reasonable assurances that (A) transactions are executed in accordance with management' s general or specific authorization; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain accountability for assets; (C) access to assets is permitted only in accordance with management' s general or specific authorization; and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as described in the Registration Statement, the Pricing Prospectus and the Prospectus, since the end of the Company' s most recent audited fiscal year, there has been (1) no material weakness in the Company' s internal control over financial reporting (whether or not remediated) and (2) no change in the Company' s internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company' s internal control over financial reporting. The Company and each of its Significant Subsidiaries, to the extent applicable, maintain an effective system of disclosure controls and procedures (as defined in Rule 13a-15 and Rule 15d-15 under the Exchange Act Regulations) that comply with the requirements of the SVS and the SBIF and the Exchange Act, to the extent applicable, and designed to ensure that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission' s rules and forms, and is accumulated and communicated to the Company' s management, including its principal executive officer or officers and principal financial officer or officers by others within those entities, as appropriate, to allow timely decisions regarding disclosure; and such disclosure controls and procedures are effective.

(ee) *No Change Over Financial Reporting*. Except as disclosed in the Registration Statement, the Pricing Prospectus, the Prospectus or any documents incorporated by reference therein, since the date of the latest audited financial statements included or incorporated by reference in the Pricing Prospectus, there has been no change in the Company' s internal control over financial reporting that has

materially affected, or is reasonably likely to materially affect, the Company' s internal control over financial reporting.

(ff) *Insurance.* Except as disclosed in the Registration Statement, the Pricing Prospectus and the Prospectus, the Company and its Significant Subsidiaries carry or are entitled to the benefits of insurance in such amounts and covering such risks as is generally maintained by companies of established repute engaged in the same or similar business, and all such insurance is in full force and effect.

(gg) *Absence of Labor Dispute.* Neither the Company nor any of its subsidiaries is engaged in any unfair labor practice; except for matters which would not, individually or in the aggregate, have a Material Adverse Effect, (i) there is (A) no unfair labor practice complaint pending or, to the Company' s best knowledge, threatened against the Company or any of its Significant Subsidiaries before any government entity and no grievance or arbitration proceeding arising out of or under collective bargaining agreements is pending or threatened, (B) no strike, labor dispute, slowdown or stoppage pending or, to the Company' s best knowledge, threatened against the Company or any of its Significant Subsidiaries and (C) no union representation dispute currently existing concerning the employees of the Company or any of its Significant Subsidiaries, and (ii) to the Company' s best knowledge, (A) no union organizing activities are currently taking place concerning the employees of the Company or any of its subsidiaries and (B) there has been no violation of any federal, state, local or foreign law or regulation relating to discrimination in the hiring, promotion or pay of employees, any applicable wage or hour laws or any provision of the Employee Retirement Income Security Act of 1974, as amended, or the rules and regulations promulgated thereunder (collectively, "ERISA") concerning the employees of the Company or any of its Significant Subsidiaries.

(hh) *No Prohibited ERISA Transaction.* No "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended from time to time (the "Code")), "accumulated funding deficiency" (as defined in Section 302 of ERISA) or any of the events set forth in Section 4043(c) of ERISA (other than events with respect to which the 30-day notice requirement under Section 4043 of ERISA has been waived) to the best of the Company' s knowledge, has occurred, exists or is reasonably expected to occur with respect to any employee benefit plan (as defined in Section 3(3) of ERISA) which the Company or any of its subsidiaries maintains, contributes to or has any obligation to contribute to, or with respect to which the Company or any of its subsidiaries has any liability, direct or indirect, contingent or otherwise (each, a "Plan"); each Plan is in compliance in all material respects with applicable law, including ERISA and the Code; neither the Company nor any of its subsidiaries has (i) failed to timely make all required contributions to each Plan, or (ii) incurred or expects to incur liability under Title IV of ERISA with respect to the termination of, or withdrawal from, any Plan, in each case except as would not have a Material Adverse Effect; and each Plan that is intended to be qualified under Section 401(a) of the Code is so qualified, and nothing has occurred, whether by action or failure to act, which could reasonably be expected to cause the loss of such qualification, except as would not have a Material Adverse Effect.

(ii) *OFAC.* None of the Company, any of its subsidiaries or, to the best knowledge of the Company, any director, officer, agent, employee, affiliate or representative of the Company or any of its subsidiaries is an individual or entity ("Person") currently the subject or target of any sanctions administered or enforced by the United States Government, including, without limitation, the U.S. Department of the Treasury' s Office of Foreign Assets Control ("OFAC") or other relevant sanctions authority (collectively, "Sanctions"); and the Company will not directly or indirectly use the proceeds of the sale of the Notes, or lend, contribute or otherwise make available such proceeds to any subsidiaries, joint venture partners or other Person, to fund any activities of or business with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions or in any other manner that will result in a violation by any Person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions.

(jj) *Statistical and Market-Related Data.* Any statistical and market-related data included in the Registration Statement, the Pricing Prospectus and the Prospectus are based on or derived from sources that the Company believes to be reliable and accurate in all material respects.

(kk) *Compliance with the Sarbanes-Oxley Act.* There is and has been no failure on the part of the Company or, to the Company' s best knowledge, on the part of any of the Company' s officers or directors, in their capacities as such, to comply in all material respects with any provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith applicable to the Company as of the date hereof.

(ll) *Foreign Corrupt Practices Act*. Neither the Company nor, to the best knowledge of the Company, any director, officer, agent, employee, affiliate or other person acting on behalf of the Company or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA and the Company and, to the best knowledge of the Company, its affiliates have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(mm) *Money Laundering Laws*. The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency

(collectively, the "Money Laundering Laws"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

(nn) *Environmental Matters*. Except as described in the Registration Statement, Pricing Prospectus and Prospectus and except as would not, singly or in the aggregate, result in a Material Adverse Effect, (A) neither the Company nor any of its subsidiaries is in violation of any federal, state, local or foreign statute, law, rule, regulation, ordinance, code, policy, permit or rule of common law or any judicial or administrative interpretation thereof including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products, asbestos-containing materials or mold (collectively, "Hazardous Materials") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials and (B) neither the Company nor any of its subsidiaries is conducting, funding or responsible for clean-up or remediation of Hazardous Materials.

(oo) *Possession of Intellectual Property*. The Company and its Significant Subsidiaries own or possess, or can acquire on reasonable terms, adequate patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks, trade names or other intellectual property (collectively, "Intellectual Property") necessary to carry on the business now operated by them, except where the inability to do so would not, singly or in the aggregate, have a Material Adverse Effect and neither the Company nor any of its Significant Subsidiaries has received any notice or is otherwise aware of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or circumstances which would render any Intellectual Property invalid or inadequate to protect the interest of the Company or any of its Significant Subsidiaries therein, and which infringement or conflict (if the subject of any unfavorable decision, ruling or finding) or invalidity or inadequacy, singly or in the aggregate, would result in a Material Adverse Effect.

(pp) *Passive Foreign Investment Company*. Based on proposed Treasury regulations, which are proposed to be effective for taxable years after December 31, 1994, the Company believes that it was not a Passive Foreign Investment Company ("PFIC") within the meaning of Section 1297 of the United States Internal Revenue Code of 1986, as amended, for the year ended December 31, 2011 and it does not anticipate becoming a PFIC for future taxable years (taking into account, among other factors, the effect to the offering and sale of the Notes and the application of the proceeds thereof).

(qq) *Waiver of Immunity by the Company*. The Company and its obligations under this Agreement are subject to civil and commercial law and to suit and neither the Company nor any of its properties, assets or revenues has any right of immunity under Chilean or New York law from any legal action, suit or proceeding, from the giving of any relief in any such legal action, suit or proceeding, from setoff or counterclaim, from the jurisdiction of any Chilean, New York State or U.S. federal court, from service of process, attachment upon or prior to judgment, or attachment in aid of execution of judgment, or from execution of a judgment, or other legal process or proceeding for the giving of any relief or for the enforcement of a judgment, in any such court, with respect to its obligations, liabilities or any other matter under or arising out of or in connection with this Agreement and, to the extent that the Company or any of its properties, assets or revenues may have or may hereafter become entitled to any such right of immunity in any such court in which proceedings may at any time be commenced, the Company has waived or will waive such right to the extent permitted by law and has consented to such relief and enforcement as provided in Section 18 of this Agreement.

(rr) *Consent to Jurisdiction; Appointment of Agent for Service of Process*. The Company has the power to submit, and pursuant to this Agreement has legally, validly, effectively and irrevocably submitted to the exclusive personal jurisdiction of any federal or state court in the State of New York, County of New York, and has validly and irrevocably waived any objection to the laying of the venue of any such suit, action or proceeding brought in any such court and has the power to designate, appoint and empower, and pursuant to this Agreement has legally, validly and effectively designated, appointed and empowered, CorpBanca New York Branch, 845 Third Avenue, 5th Floor, New York, New York 10022 ("Authorized Agent") as its agent for service of process in any suit or proceeding based on or arising under this Agreement in any federal or state court in the State of New York, County of New York, as provided in Section 19 of this Agreement.

(ss) *Judgments*. Any final and conclusive monetary judgment against the Company of any New York State or Federal court sitting in New York City based upon this Agreement and the Indenture shall be recognized and enforced by the courts of the Republic of Chile, without re-examining or re-litigating the merits of the original action, provided the following conditions are met (the existence or non-existence of which would be determined by the *Corte Suprema de Justicia* (Supreme Court of Chile)): (A) if there is a treaty between Chile and the country where the judgment was rendered with respect to the enforcement of foreign judgments, the provisions of such treaty will apply, (B) in the absence of a treaty, the rules of reciprocity will apply to the enforcement of judgments; if the country where the judgment was passed does not recognize judgments of Chilean courts, such foreign judgments may not be enforced in Chile, and (C) if the previous rules cannot be applied, the monetary judgment of foreign courts will have in Chile the same effect as the judgments given by Chilean courts, *provided that*: (w) the foreign monetary judgment does not contain anything contrary to the laws of Chile, (x) the foreign monetary judgment is not contrary to public policy of Chile and does not affect in any way properties situated in Chile, which are subject exclusively to the jurisdiction of local courts, (y) the defendant against whom the enforcement is sought has been given personal notice of the proceedings in accordance

with Chilean law and has been afforded a real opportunity to appear before the foreign court and defend his case, which are factual issues that must be established when obtaining in Chile the enforcement of a foreign monetary judgment. Personal service made upon the Company' s process agent, assuming that manner of service to be valid under the local law of the place where service was made, would constitute due notice. However, under Chilean law, service of process by mail will not be deemed to constitute due service of process for the above purposes, and (z) the foreign monetary judgment is final (i.e., not subject to any recourse), conclusive and enforceable under the laws of the country where it was rendered. Upon compliance with the above, the courts in the Republic of Chile shall enforce a final and conclusive monetary judgment rendered by any New York State or Federal court sitting in New York City, in accordance with the procedure applicable to the enforcement of final and conclusive foreign judgments in Chile under the provisions of the Chilean Civil Procedure Code (*Código de Procedimiento Civil*). To enforce a foreign judgment in Chile, a judgment must be submitted to the Supreme Court of Chile, in the form of a legalized and officially translated copy. The Supreme Court of Chile will hear arguments from the party against whom enforcement is sought, but such hearing will be limited to aspects relating to such enforcement and not to substantive issues resolved in the foreign judgment. As of the date hereof, there is no treaty between the Republic of Chile and the United States on the enforcement of foreign judgments. In practice, due to the difficulties of proving in each case whether the reciprocity rule on the enforcement of foreign judgments applies or not in respect of a specific country, the Supreme Court of Chile' s approach on the matter has generally been the examination of whether circumstances in letters (w) and (x) above are duly met by such foreign judgment.

(tt) Except as described in the Registration Statement and the Prospectus, there are no contracts, agreements or understandings in relation to the offering of the Notes between the Company and any person that would give rise to a valid claim against the Company or the Underwriters for a brokerage commission, finder' s fee or other like payment.

(uu) No forward-looking statement (within the meaning of Section 27A of the Act and Section 21E of the Exchange Act) contained in the Registration Statement, the Pricing Prospectus and the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(vv) Any certificate signed by any officer of the Company pursuant to Section 7 and delivered to the Underwriters or to the counsel for the Underwriters for the benefit of the Underwriters shall be deemed a representation and warranty by the Company to the Underwriters as to the matters covered thereby.

(ww) The Company is a "foreign private issuer" as defined in Rule 3b-4 under the Exchange Act as of the date hereof.

SECTION 2. Offer of the Notes. Subject to the terms and conditions herein set forth, the Company agrees to issue and sell to the Underwriters and the Underwriters agree to purchase from the Company, at the Chilean Peso price and the U.S. dollar

price set forth opposite the name of the Underwriter, the aggregate principle amount of Notes set forth in Schedule III hereto, at a price equal to 99.073% of the principal amount thereof plus accrued interest, if any, from January 10, 2013 to the Closing Date (as defined below). The Underwriters propose to offer the Notes for sale upon the terms and conditions set forth in the Prospectus. The Company and the Underwriters acknowledge and agree that the Underwriters may offer and sell Notes to or through any affiliate of an Underwriter and that any such affiliate may offer and sell Notes purchased by it to or through any Underwriter.

SECTION 3. Settlement.

(a) *Delivery of Notes to DTC*. The Notes to be purchased by the Underwriters hereunder, in definitive form, and in such authorized denominations and registered in such names as the Underwriter may request upon at least forty eight hours' prior notice to the Company shall be delivered by or on behalf of the Company to the Underwriter, through the facilities of The Depository Trust Company ("DTC"), for the account of the Underwriters, against payment by or on behalf of the Underwriters of the purchase price therefor by wire transfer of Federal (same-day) funds to the account specified by the Company to the Underwriter at least forty-eight hours in advance. The Company will cause the certificates representing the Notes to be made available for checking and packaging at least twenty-four hours prior to the Time of Delivery (as defined below) with respect thereto at the office of DTC or its designated custodian (the "Designated Office"). The time and date of such delivery and payment shall be, with respect to the Notes, 9:30 a.m., New York City time, on January 15, 2013 or such other time and date as the Underwriter and the Company may agree upon in writing (the "Time of Delivery").

(b) *Delivery of Documents*. The documents to be delivered at the Time of Delivery by or on behalf of the parties hereto pursuant to Section 7 hereof, including the cross receipt for the Notes and any additional documents requested by the Underwriters pursuant to Section 7(p), (q) and (r) hereof, will be delivered at the offices of Underwriters' counsel: Shearman & Sterling LLP, 599 Lexington Avenue, New York, NY 10022 (the "Closing Location"), and the Notes will be delivered at the Designated Office, all at the Time of Delivery. A meeting will be held at the Closing Location at 10 a.m., New York City time, on the New York Business Day next preceding the Time of Delivery, at which meeting the final drafts of the documents to be delivered pursuant to the preceding sentence will be available for review by the parties hereto. For the purposes of this Section 3, "New York Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York City are generally authorized or obligated by law or executive order to close.

SECTION 4. Covenants of the Company. The Company agrees with the Underwriters:

(a) *Required Filings.* To prepare the Prospectus in a form approved by you and to file such Prospectus pursuant to Rule 424(b) under the Act not later than the Commission' s close of business on the second business day following the execution

and delivery of this Agreement or as otherwise permitted pursuant to Rule 424(b) and to file any Issuer Free Writing Prospectus (including the Pricing Term Sheet in the form of Schedule IV hereto) to the extent required by Rule 433 under the Act; to make no further amendment or any supplement to the Registration Statement, the Base Prospectus or the Prospectus prior to the Time of Delivery which shall be disapproved by you promptly after reasonable notice thereof; to advise you, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any amendment or supplement to the Prospectus has been filed and to furnish you with copies thereof; to file promptly all other material required to be filed by the Company with the Commission pursuant to Rule 433(d) under the Act; to file promptly all reports required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c) or 15(d) of the Exchange Act subsequent to the date of the Prospectus and for so long as the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required in connection with the offering or sale of the Notes; to advise you, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus in respect of the Notes, of any notice of objection of the Commission to the use of the Registration Statement or any post effective amendment thereto pursuant to Rule 401(g)(2) under the Act, of the suspension of the qualification of the Notes for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or the Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus or suspending any such qualification, to promptly use its best efforts to obtain the withdrawal of such order; and in the event of any such issuance of a notice of objection, promptly to take such steps including, without limitation, amending the Registration Statement or filing a new registration statement, at its own expense, as may be necessary to permit offers and sales of the Notes by the Underwriter (references herein to the Registration Statement shall include any such amendment or new registration statement).

(b) *Amendments or Supplements*. If required by Rule 430B(h) under the Act, to prepare a form of prospectus in a form approved by you and to file such form of prospectus pursuant to Rule 424(b) under the Act not later than may be required by Rule 424(b) under the Act; and to make no further amendment or supplement to such form of prospectus which shall be disapproved by you promptly after reasonable notice thereof.

(c) *Blue Sky Qualifications*. Promptly from time to time to take such action as you may reasonably request to qualify the Notes for offering and sale under the securities laws of such jurisdictions as you may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Notes, provided that in connection therewith the Company shall not be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction.

(d) *Delivery of Prospectuses*. Prior to 10:00 a.m., New York City time, on the New York Business Day next succeeding the date of this Agreement and from time to time, to furnish the Underwriters with written and electronic copies of the Prospectus in New York City in such quantities as you may reasonably request, and, if the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required at any time prior to the expiration of nine months after the time of issue of the Prospectus in connection with the offering or sale of the Notes and if at such time any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is delivered, not misleading, or, if for any other reason it shall be necessary during such same period to amend or supplement the Prospectus or to file under the Exchange Act any document incorporated by reference in the Prospectus in order to comply with the Act or the Exchange Act, to notify you and upon your request to file such document and to prepare and furnish without charge to the Underwriters and to any dealer in Notes as many written and electronic copies as you may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus which will correct such statement or omission or effect such compliance; and in case the Underwriter is required to deliver a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) in connection with sales of any of the Notes at any time nine months or more after the time of issue of the Prospectus, upon your request but at the expense of the Underwriter, to prepare and deliver to the Underwriter as many written and electronic copies as you may request of an amended or supplemented Prospectus complying with Section 10(a)(3) of the Act.

(e) *Rule 158*. To make generally available to its securityholders as soon as practicable, but in any event not later than sixteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act), an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158).

(f) *Restriction on Sale of Notes*. During the period beginning from the date hereof and continuing to and including the date 45 days after the date of the Prospectus, not to (i) offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise transfer or dispose of, directly or indirectly, or file with the Commission a registration statement under the Act relating to, any Notes, any security that constitutes the right to receive Notes or any securities of the Company convertible into or exercisable or exchangeable for Notes, or file any registration statement under the Act with respect to any of the foregoing; or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Notes or any such other securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of the Notes or such other securities, in cash or otherwise (other than the Notes to be sold hereunder or pursuant to employee stock option plans existing on, or upon the conversion or

exchange of convertible or exchangeable securities outstanding as of, the date of this Agreement), without the prior written consent of each Underwriter.

(g) *Filing Fees.* To pay the required Commission filing fees relating to the Notes within the time required by Rule 456(b)(1) under the Act without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r) under the Act.

(h) *Use of Proceeds*. To use the net proceeds received by it from the sale of the Notes pursuant to this Agreement in the manner specified in the Pricing Prospectus under the caption "Use of Proceeds".

(i) *Indemnification for Stamp Taxes, etc*. The Company agrees to indemnify and hold harmless the Underwriters against any documentary, stamp or similar transfer or issue tax, or fees, including any interest and penalties, which are or may be required to be paid to Chile or any political subdivision or taxing authority thereof or therein on or in connection with the creation, offer and distribution of the Notes or on the execution or delivery of this Agreement.

(j) *Listing.* The Company will use its best efforts to effect the listing of the Notes on the Luxembourg Stock Exchange. The Company will use its best efforts to effect the supplemental listing of the Notes on the NYSE and will file with the NYSE and the Santiago Stock Exchange all documents and notices required by such stock exchanges of companies that have securities listed thereon.

(k) *Electronic License*. Upon request of the Underwriter, to furnish, or cause to be furnished, to the Underwriter an electronic version of the Company' s trademarks, servicemarks and corporate logo for use on the website, if any, operated by the Underwriter for the purpose of facilitating the on-line offering of the Notes (the "License"); *provided*, *however*, that the License shall be used solely for the purpose described above, is granted without any fee and may not be assigned or transferred.

(l) *Absence of Stabilization*. The Company agrees not to (and to use its best efforts to cause its affiliates not to) take, directly or indirectly, any action which is designed to or which constitutes or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company.

(m) *Settlement Through DTC. The* Company will cooperate with the Underwriters and will take all such action as is necessary to permit the Notes to be eligible for clearance and settlement through DTC.

(n) *Final Term Sheet*. The Company will prepare the Final Term Sheet, substantially in the form set form in Schedule IV hereto, for each of the Notes containing only a description of the Notes such term sheet pursuant to Rule 433(d) under the Act within the time required by such rule. Any such Final Term Sheet is an Issuer Free Writing Prospectus for purposes of this Agreement.

(o) *Reports*. The Company will furnish to the Underwrites and to holders of the Notes, upon request, directly or through the Trustee, such reports and other information described in the Prospectus under the caption "Available Information" in accordance with the procedures stated thereunder.

(p) *Additional Reports*. For a period of three years from the date hereof, upon request, the Company will furnish to the Underwriters copies of (A) all reports or other communications (financial or otherwise) furnished to holders of Notes and (B) any reports and financial statements furnished to or filed with the Commission, the NYSE, the SVS, the Santiago Stock Exchange or any national securities exchange and thereafter made available to the general public, *provided* that any such reports, communications or financial statements that are furnished to or filed with the Commission and generally made available to the public shall be deemed to have been furnished to the Underwriters.

(q) *Ongoing Compliance*. The Company, during the period when the Prospectus is required to be delivered under the Act or the Exchange Act, will file all documents required to be filed with the Commission pursuant to the Exchange Act within the time periods required by the Act and the Commission' s rules under the Exchange Act.

(r) *No Market Manipulation*. During the period beginning on the date hereof and ending on the later of the Time of Delivery and the date of the completion of the placement of the Notes, as evidenced by a notice in writing from the Underwriters to the Company, (A) the Company will not, and will cause its subsidiaries and all other parties acting on its behalf not to, without giving reasonable notice of its intention to do so to the Underwriters (unless prevented from doing so by applicable law or regulation), issue any public announcement or participate in any press or other financial conference, except in the ordinary course of business, which (1) could reasonably be expected to have a material effect on the price or distribution of the Notes or (2) contradict any of the information contained in the Prospectus and will not issue any such public announcement or participate in any press or other financial conference, except in the ordinary course of business, to which the Underwriters shall reasonably object, and (B) the Company will notify the Underwriters promptly of any event or development making untrue or incorrect in any material respect, or of any change materially affecting, any of the representations, warranties, agreements or indemnities made by it herein at any time prior to the Time of Delivery and will take such steps as may be reasonably requested by the Underwriters to remedy or publicize the same.

SECTION 5. Issuer Free Writing Prospectuses.

(a) *Prior Consent*. The Company represents and agrees that, without the prior consent of the Underwriters, it has not made and will not make any offer relating to the Notes that would constitute a "free writing prospectus" as defined in Rule 405 under the Act; the Underwriters represent and agree that, without the prior consent of the Company, that it has not made and will not make any offer relating to the Notes that would constitute a free writing prospectus, other than (i) a free writing prospectus that

contains no "issuer information" (as defined in Rule 433(h)(2) under the Act) that was not included (including through incorporation by reference) in the Preliminary Prospectus or a previously filed Issuer Free Writing Prospectus, (ii) any Issuer Free Writing Prospectus listed on Schedule I or prepared pursuant to Section 1(d) above (including any electronic road show), or (iii) any free writing prospectus prepared by such underwriter and approved by the Company in advance in writing.

(b) *Compliance with the Act*. The Company has complied and will comply with the requirements of Rule 433 under the Act applicable to any Issuer Free Writing Prospectus, including timely filing with the Commission or retention where required and legending.

(c) *Conflicting Information*. The Company agrees that if at any time following issuance of an Issuer Free Writing Prospectus any event occurred or occurs as a result of which such Issuer Free Writing Prospectus would conflict with the information in the Registration Statement, the Pricing Prospectus or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances then prevailing, not misleading, the Company will give prompt notice thereof to the Underwriters and, if requested by the Underwriters, will prepare and furnish without charge to the Underwriters an Issuer Free Writing Prospectus or other document which will correct such conflict, statement or omission; *provided*, *however*, that this Section 5(c) shall not apply to any statements or omissions in an Issuer Free Writing Prospectus made in reliance upon and in conformity with the Underwriter Information.

SECTION 6. Payment of Expenses. The Company agrees that, whether or not the Offering is consummated, it shall be responsible for all of the fees and expenses in connection with the Offering, including but not limited to (i) the preparation, printing, delivery to the Underwriters and any filing of the Registration Statement, the Preliminary Prospectus, any Issuer Free Writing Prospectus, the Pricing Prospectus and the Prospectus (including all exhibits, amendments and supplements thereto) and the distribution thereof, (ii) the preparation, issuance and delivery of the certificates for the Securities to the Underwriters, including any transfer taxes, any stamp or other duties payable upon the sale, issuance and delivery of the Securities and any charges of DTC, Euroclear, or Clearstream Banking in connection therewith, (iii) the fees and disbursements of the Issuer' s counsel, accountants and other advisors, (iv) the fees and disbursements of the Underwriters' international and local counsels, which shall be mutually agreed-upon among the Company and the Underwriters (v) the qualification of the Securities under securities laws, including filing fees and the reasonable fees and disbursements of counsel for the Underwriters in connection therewith and in connection with the preparation of a Blue Sky Survey (or similar jurisdictional survey), (vi) the fees and expenses of the Trustee, any listing and paying agent (vii) any fees and expenses payable in connection with the initial and continued listing of the Securities on a stock exchange to be agreed upon, (viii) any roadshow expenses, (ix) any rating agency fees and the out-of‑pocket expenses of the Underwriters. The legal caps described in (iv) herein shall be subject to certain qualifications and assumptions described by such legal counsel.

SECTION 7. Conditions of Underwriters' Obligations. The obligations of the Underwriter hereunder shall be subject, in its discretion, to the condition that all representations and warranties and other statements of the Company herein are, at and as of the Time of Delivery, true and correct, the condition that the Company shall have performed all of its obligations hereunder theretofore to be performed, and the following additional conditions:

(a) *Effectiveness of Registration Statement*. The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Act within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance with Section 4(a) hereof; all material required to be filed by the Company pursuant to Rule 433(d) under the Act shall have been filed with the Commission within the applicable time period prescribed for such filings by Rule 433; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission and no notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Act shall have been received; no stop order suspending or preventing the use of the Prospectus or any Issuer Free Writing Prospectus shall have been initiated or threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to your reasonable satisfaction.

(b) *Opinion of U.S. Counsel for Underwriters*. Shearman & Sterling LLP, U.S. counsel for the Underwriter, shall have furnished to the Underwriter such written opinion or opinions, dated the Time of Delivery, in form and substance satisfactory to the Underwriter, as well as such other related matters as the Underwriter may reasonably request, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters.

(c) *Opinion of Chilean Counsel for Underwriters*. Claro y Cía, Chilean counsel for the Underwriters, shall have furnished to the Underwriters such written opinion or opinions, dated the Time of Delivery, in form and substance satisfactory to the Underwriters as well as such other related matters as the Underwriters may reasonably request, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters.

(d) *Opinion of U.S. Counsel for Company*. Dechert LLP, US counsel for the Company, shall have furnished to the Underwriters their written opinion (a draft of such opinion is attached as Annex B hereto), dated the Time of Delivery, in form and substance reasonably satisfactory to the Underwriters.

(e) *Opinion of Chilean Counsel for Company*. Barros & Errázuriz Abogados, Chilean counsel for the Company shall have furnished to the Underwriters their written opinion (a draft of such opinion is attached as Annex C hereto), dated the Time of Delivery, in form and substance satisfactory to the Underwriters.

(f) *Opinion of Colombian Counsel for Company*. Posse Herrera Ruiz, Colombian counsel for the Company shall have furnished to the Underwriters their written opinion (a draft of such opinion is attached as Annex D hereto), dated the Time of Delivery, in form and substance satisfactory to the Underwriter.

(g) *Chilean Accountant's Comfort Letter.* At the time of the execution of this Agreement, the Underwriter shall have received from Deloitte Chile, the independent registered public accounting firm for the Company, a letter, dated the date hereof, addressed to the Underwriters, in form and substance satisfactory to the Underwriters, covering the relevant financial information in the Registration Statement and Pricing Prospectus, including the Company Financial Statements and the Pro Forma Financial Statements with a cut-off date no more than three business days before the date of the comfort letter.

(h) *Colombian Accountant's Comfort Letter.* At the time of the execution of this Agreement, the Underwriters shall have received from Deloitte Colombia, a letter, dated the date hereof, addressed to the Underwriters, in form and substance satisfactory to the Underwriters, covering the relevant financial information in the Pricing Prospectus, including the CorpBanca Colombia Financial Statements with a cut-off date no more than three business days before the date of the comfort letter.

(i) *Chilean Accountant's Bring-down Comfort Letter*. At the Time of Delivery, the Underwriters shall have received from Deloitte Chile a letter, dated as of the Time of Delivery, addressed to the Underwriters, in the form satisfactory to the Underwriters, to the effect that they reaffirm the statements made in the letter furnished pursuant to subsection (g) of this Section, with a cut-off date no more than three business days before the date of the comfort letter.

(j) *Colombian Accountant's Bring-down Comfort Letter*. At the Time of Delivery, the Underwriters shall have received from Deloitte Colombia a letter, dated as of the Time of Delivery, addressed to the Underwriters, in the form satisfactory to the Underwriters, to the effect that they reaffirm the statements made in the letter furnished pursuant to subsection (h) of this Section, with a cut-off date no more than three business days before the date of the comfort letter.

(k) *Delivery of Documents to Underwriter*. On or prior to the Time of Delivery, there shall have been delivered to the Underwriters a copy, certified by a duly authorized signatory of the Company, of (i) the By-laws of the Company, as amended, and (ii) all resolutions of the shareholders and of the board of directors of the Company authorizing (x) the offering and the issuance of the Notes and (y) the execution of this Agreement and the Indenture and the entry into and performance of the transactions contemplated thereby.

(l) *No Downgrade*. Subsequent to the earlier of (A) the Time of Sale and (B) the execution and delivery of this Agreement, (i) no downgrading shall have occurred in the rating accorded the Notes or any other debt securities of the Company or any of its Significant Subsidiaries by any "nationally recognized statistical rating

organization", as such term is defined by the Commission for purposes of Rule 436(g)(2) under the Act and (ii) no such organization shall have publicly announced that it has under surveillance or review, or has changed its outlook with respect to, its rating of the Notes or of any other debt securities of the Company or any of its Significant Subsidiaries (other than an announcement with positive implications of a possible upgrading).

(m) *No Change in Financial Position*. (i) Neither the Company nor any of its subsidiaries shall have sustained since the date of the latest audited financial statements included or incorporated by reference in the Pricing Prospectus any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Pricing Prospectus or any document incorporated by reference therein, and (ii) since the respective dates as of which information is given in the Pricing Prospectus there shall not have been any change in the capital stock or long term debt of the Company or any of its subsidiaries or any change, or any development involving a prospective change, in or affecting the general affairs, management, financial position, shareholders' equity or results of operations of the Company and its subsidiaries, otherwise than as set forth or contemplated in the Pricing Prospectus or any document incorporated by reference therein, the effect of which, in any such case described in clause (i) or (ii), is in your judgment so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Notes on the terms and in the manner contemplated in the Prospectus.

(n) *No Force Majeure*. On or after the Applicable Time there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the NYSE or the Santiago Stock Exchange; (ii) any material adverse change in the financial markets in Chile, Colombia or in the United States or the international financial markets, any outbreak of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in Chilean, Colombian or the United States national or international political, financial or economic conditions, in each case the effect of which is such as to make it, in the judgment of the Underwriter, makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Notes on the terms and in the manner contemplated in the Prospectus; (iii) trading in any securities of the Company has been suspended or materially limited by the Santiago Stock Exchange, trading in the Company' s common shares or ADSs, if any, has been suspended by the Commission or the NYSE, or trading generally on the Santiago Stock Exchange or the NYSE has been suspended or materially limited, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices have been required, by any of said exchanges or by such system or by order of the Commission, FINRA or any other United States or Chilean governmental authority; (iv) a material disruption has occurred in commercial banking or securities settlement or clearance services in the United States or with respect to Clearstream or Euroclear systems in Europe; or (v) a banking moratorium has been declared by any of Chilean, U.S. federal or New York authorities.

(o) *Delivery of Prospectuses*. The Company shall have complied with the provisions of Section 4(d) hereof with respect to the furnishing of prospectuses on the New York Business Day next succeeding the date of this Agreement.

(p) *Officers' Certificate*. The Company shall have furnished or caused to be furnished to the Underwriters at the Time of Delivery certificates of officers of the Company satisfactory to the Underwriters, as to the accuracy of the representations and warranties of the Company herein at and as of such time, as to the performance by the Company of all of its obligations hereunder to be performed at or prior to such time, as to the matters set forth in subsections (a) and (o) of this Section and as to such other matters as the Underwriters may reasonably request.

(q) *CFO Certificate.* The Company shall have furnished or caused to be furnished to the Underwriters on the date of this Agreement and on the Closing Date, a certificate of the Chief Financial Officer of the Company dated the respective dates of delivery thereof, satisfactory to the Underwriters, with respect to certain financial data of the Company referred to the periods from December 1, 2012 until the Closing Date, contained in the Pricing Prospectus and the Prospectus.

(r) *Financial Planning Vice President Certificate.* On the date of this Agreement and on the Closing Date, Helm Bank shall have furnished to the Underwriters a certificate, dated the respective dates of delivery thereof and addressed to the Underwriters, of its Financial Planning Vice President with respect to certain financial data contained in each of the Pricing Prospectus and the Prospectus, in form and substance reasonably satisfactory to the Underwriters.

(s) *Termination of Agreement*. If any condition specified in this Section shall not have been fulfilled when and as required to be fulfilled, this Agreement may be terminated by the Underwriters by notice to the Company at any time at or prior to the Time of Delivery and such termination shall be without liability of any party to any other party except as provided in Section 6 and except that Sections 1, 8, 9, 12, 18, 19, 20, 21, 22 and 23 shall survive any such termination and remain in full force and effect.

SECTION 8. Indemnification.

(a) *Indemnification of Underwriter*. The Company agrees to indemnify and hold harmless the Underwriter, its officers, directors, employees and affiliates (as such term is defined in Rule 501(b) under the Act (each, an "Affiliate")) and each person, if any, who controls the Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, arising out of any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or any amendment thereto), including any information deemed to be a part thereof pursuant to Rule 430B, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or arising out of any untrue

statement or alleged untrue statement of a material fact included (A) in any preliminary prospectus, any Issuer Free Writing Prospectus, the Pricing Prospectus or the Prospectus (or any amendment or supplement thereto) or (B) in any materials or information provided to investors by, or with the approval of, the Company in connection with the marketing of the offering of the Notes ("Marketing Materials"), including any road show or investor presentations made to investors by the Company (whether in person or electronically), or the omission or alleged omission in any preliminary prospectus, Issuer Free Writing Prospectus, Prospectus or in any Marketing Materials of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission; provided that (subject to Section 8(c) below) any such settlement is effected with the written consent of the Company;

(iii) against any and all expense whatsoever, as incurred (including the fees and disbursements of one counsel chosen by the Underwriters (together with local counsel in each jurisdiction)), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under (i) or (ii) above; *provided*, *however*, that this indemnity agreement shall not apply to any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in the Registration Statement (or any amendment thereto), including any information deemed to be a part thereof pursuant to Rule 430B, the Pricing Prospectus or the Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with the Underwriter Information.

(b) *Indemnification of Company, Directors and Officers*. The Underwriters agrees to indemnify and hold harmless the Company, its directors, its officers and each person, if any, who controls the Company within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, against any and all loss, liability, claim, damage and expense described in the indemnity contained in subsection (a) of this Section, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Registration Statement (or any amendment thereto), including any information deemed to be a part thereof pursuant to Rule 430B, the Pricing Prospectus or the Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with the Underwriter Information.

(c) *Actions against Parties; Notification*. Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but

failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not materially prejudiced as a result thereof and in any event shall not relieve it from any liability which it may have otherwise than on account of this indemnity agreement. In the case of parties indemnified pursuant to Section 8(a) above, counsel to the indemnified parties shall be selected by the Underwriters, and, in the case of parties indemnified pursuant to Section 8(b) above, counsel to the indemnified parties shall be selected by the Company. An indemnifying party may participate at its own expense in the defense of any such action; provided, however, that counsel to the indemnifying party shall not (except with the consent of the indemnified party) also be counsel to the indemnified party. In no event shall the indemnifying parties be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from their own counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 8 or Section 9 hereof (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) *Settlement without Consent if Failure to Reimburse*. If at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement of the nature contemplated by Section 8(a)(ii) effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 30 days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement.

SECTION 9. Contribution.

(a) If the indemnification provided for in Section 8 hereof is for any reason unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount of such losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, (i) in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and the Underwriters, on the other hand, from the offering of the Notes pursuant to this Agreement or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only

the relative benefits referred to in clause (i) above but also the relative fault of the Company, on the one hand, and of the Underwriters, on the other hand, in connection with the statements or omissions which resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations.

(b) The relative benefits received by the Company, on the one hand, and the Underwriter, on the other hand, in connection with the offering of the Notes pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Notes pursuant to this Agreement (before deducting expenses) received by the Company, on the one hand, and the total underwriting discount received by the Underwriter, on the other hand, in each case as set forth on the cover of the Prospectus, bear to the aggregate initial public offering price of the Notes as set forth on the cover of the Prospectus.

(c) The relative fault of the Company, on the one hand, and the Underwriter, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or by the Underwriter and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(d) The Company, and the Underwriter agree that it would not be just and equitable if contribution pursuant to this Section 9 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 9. The aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to above in this Section 9 shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission.

(e) Notwithstanding the provisions of this Section 9, the Underwriters shall not be required to contribute any amount in excess of the underwriting commissions received by it in connection with the Notes underwritten by it and distributed to the public.

(f) No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(g) For purposes of this Section 9, each person, if any, who controls the Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act and the Underwriter' s Affiliates and selling agents shall have the same rights to contribution as the Underwriter, and each director of the Company, each officer of the Company, and each person, if any, who controls the Company within the meaning of

Section 15 of the Act or Section 20 of the Exchange Act shall have the same rights to contribution as the Company.

SECTION 10. Default by One or More of the Underwriters.

(a) If any Underwriter shall default in its obligation to purchase the Notes, which it has agreed to purchase hereunder, you may in your discretion arrange for you or, subject to the approval of the Company in the case of any party or parties other than you, which approval shall not be unreasonably withheld or delayed, another party or other parties to purchase such Notes on the terms contained herein. If within thirty six hours after such default by any Underwriter you do not arrange for the purchase of such Notes, then the Company shall be entitled to a further period of thirty six hours within which to procure another party or other parties satisfactory to you to purchase such Notes on such terms. In the event that, within the respective prescribed periods, you notify the Company that you have so arranged for the purchase of such Notes, or the Company notifies you that it has so arranged for the purchase of such Notes, you or the Company shall have the right to postpone the Time of Delivery for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus, or in any other documents or arrangements, and the Company agrees to file promptly any amendments or supplements to the Registration Statement or the Prospectus which in your opinion may thereby be made necessary. The term "Underwriter" as used in this Agreement shall include any person substituted under this Section with like effect as if such person had originally been a party to this Agreement with respect to such Notes.

(b) If, after giving effect to any arrangements for the purchase of the Notes of a defaulting Underwriter or Underwriters by you and the Company as provided in subsection (a) above, the aggregate number of such Notes which remains unpurchased does not exceed one eleventh of the aggregate number of all the Notes to be purchased at the Time of Delivery, then the Company shall have the right to require each non-defaulting Underwriter to purchase the number of Notes which such Underwriter agreed to purchase hereunder at the Time of Delivery and, in addition, to require each non defaulting Underwriter to purchase its pro rata share (based on the number of Notes which such Underwriter agreed to purchase hereunder) of the Notes of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Notes of a defaulting Underwriter or Underwriters by you and the Company as provided in subsection (a) above, the aggregate number of such Notes which remains unpurchased exceeds one eleventh of the aggregate number of all the Notes to be purchased at such Time of Delivery, or if the Company shall not exercise the right described in subsection (b) above to require non defaulting Underwriters to purchase Notes of a defaulting Underwriter or Underwriters, then this Agreement shall thereupon terminate, without liability on the part of any non-defaulting Underwriter or the Company, except for the expenses to be borne by the Company and the Underwriters as provided in Section 6 hereof and the indemnity and contribution agreements in Sections 8 and 9,

respectively, hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

SECTION 11. Termination of Agreement. If this Agreement shall be terminated pursuant to Section 10 hereof, the Company shall not then be under any liability to any Underwriter except as provided in Sections 6 and 8 hereof; but, if for any other reason, the Notes are not delivered by or on behalf of the Company as provided herein, the Company will reimburse the Underwriters through you for all out of pocket expenses approved in writing by you, including fees and disbursements of counsel, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of the Notes not so delivered, but the Company shall then be under no further liability to any Underwriter except as provided in Sections 6 and 8 hereof.

SECTION 12. Representations, Warranties and Agreements to Survive. The respective indemnities, agreements, representations and warranties of the Company and the Underwriter, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of the Underwriter or any controlling person of the Underwriter, or the Company, or any officer or director or controlling person of the Company, and shall survive delivery of and payment for the Notes or termination of this Agreement.

SECTION 13. Notices.

(a) All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriter shall be delivered or sent by mail, telex or facsimile transmission to:

(i) Citigroup Global Markets Inc.: 388 Greenwich Street, New York, NY 10013, United States of America, Fax: (212) 816-7912, Attn: General Counsel;

(ii) J.P. Morgan Securities LLC: 383 Madison Avenue, New York, NY 10179, Fax: (212) 834-6326, Attn: Latin American Debt Capital Markets; and

(iii) if to the Company shall be delivered or sent by mail, telex or facsimile transmission to the address of the Company set forth in the Registration Statement, Attention: Secretary. Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

(b) In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriter is required to obtain, verify and record information that identifies its clients, including the Company, which information may include the name and address of its clients, as well as other information that will allow the Underwriter to properly identify its clients.

SECTION 14. Parties. This Agreement shall be binding upon, and inure solely to the benefit of, the Underwriter, the Company and, to the extent provided in Sections 8 and 13 hereof, the officers and directors of the Company and each person who controls

the Company or the Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Notes from the Underwriter shall be deemed a successor or assign by reason merely of such purchase.

SECTION 15. Time. Time shall be of the essence of this Agreement. As used herein, the term "business day" shall mean any day when the Commission' s office in Washington, D.C. and the Central Bank of Chile in Santiago de Chile are open for business.

SECTION 16. No Advisory or Fiduciary Relationship. The Company acknowledges and agrees that (i) the purchase and sale of the Notes pursuant to this Agreement is an arm' s-length commercial transaction between the Company, on the one hand, and the Underwriter, on the other, (ii) in connection therewith and with the process leading to such transaction the Underwriter is acting solely as a principal and not the agent or fiduciary of the Company, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether the Underwriter has advised or is currently advising the Company on other matters) or any other obligation to the Company except the obligations expressly set forth in this Agreement and (iv) the Company has consulted its own legal and financial advisors to the extent it deemed appropriate. The Company agrees that it will not claim that the Underwriter has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto.

SECTION 17. Merger. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the Underwriters with respect to the subject matter hereof.

SECTION 18. Waiver of Immunity. To the extent that the Company or any of its properties, assets or revenues may have or may hereafter become entitled to, or have attributed to the Company, any right of immunity, on the grounds of sovereignty or otherwise, from any legal action, suit or proceeding, from the giving of any relief in any such legal action, suit or proceeding, from setoff or counterclaim, from the jurisdiction of any Chilean, New York State or U.S. federal court, from service of process, from attachment upon or prior to judgment, from attachment in aid of execution of judgment, or from execution of judgment, or other legal process or proceeding for the giving of any relief or for the enforcement of any judgment, in any such court in which proceedings may at any time be commenced, with respect to the obligations and liabilities of the Company, or any other matter under or arising out of or in connection with this Agreement, the Company hereby irrevocably and unconditionally waives such right to the extent permitted by law, and agrees not to plead or claim any such immunity.

SECTION 19. Consent to Jurisdiction. The Company, by its execution and delivery of this Agreement, agrees that service of process may be made upon the Authorized Agent, in the United States of America in any suit or proceeding against the

Company instituted by the Underwriter or any person controlling the Underwriter based on or arising under this Agreement or the transactions contemplated herein which may be instituted in any federal or state court in the Borough of Manhattan, The City of New York, State of New York, and hereby irrevocably consents and submits to the exclusive jurisdiction of any such court in personam in respect of any such suit or proceeding. Nothing herein shall in any way be deemed to limit the ability of the Underwriter and the other persons referred to in Sections 5 and 6 to serve any such legal process, summons, notices and documents in any other manner permitted by applicable law or to obtain jurisdiction over the Company or bring actions, suits or proceedings against the Company, in such other jurisdictions, and in such manner, as may be permitted by applicable law. The Company hereby irrevocably and unconditionally waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any of the aforesaid actions, suits or proceedings arising out of or in connection with this Agreement or the transactions contemplated herein brought in the federal courts or the courts of the State of New York located in the State of New York, County of New York and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

SECTION 20. Judgment Currency. The Company agrees to indemnify the Underwriter, its officers, directors, employees and Affiliates and each person, if any, who controls the Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, and the Underwriter agrees to indemnify the Company, its directors, each of its officers who signed the Registration Statement, and each person, if any, who controls the Company within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, in respect of any judgment being given in connection with this Agreement, the Prospectus, or the Registration Statement for which indemnification is provided by such person pursuant to Section 8 of this Agreement and any such judgment or order being paid in a currency (the "Judgment Currency") other than U.S. dollars against any loss incurred, as incurred, as a result of any variation as between (i) the spot rate of exchange in New York at which the Judgment Currency would have been convertible through normal banking procedures in the City of New York into U.S. dollars as of the date such judgment or order is entered, and (ii) the spot rate of exchange at which the indemnified party is first able to purchase U.S. dollars through normal banking procedures in the City of New York with the amount of the Judgment Currency actually received by the indemnified party. If, alternatively, the indemnified party receives a profit as a result of such currency conversion, it will return any such profits to the indemnifying party (after taking into account any taxes or other costs arising in connection with such conversion and repayment). The foregoing indemnity shall constitute a separate and independent, several and not joint, obligation of the Company and the Underwriter and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term "spot rate of exchange" shall include any premiums and costs of exchange payable in connection with the purchase of, or conversion into, the relevant currency.

SECTION 21. Governing Law. This Agreement and any non-contractual matters related to this Agreement shall be governed by and construed in accordance with the

laws of the State of New York without regard to principles of conflict of laws that would result in the application of any law other than the laws of the State of New York. The Company agrees that any suit or proceeding arising in respect of this Agreement or the transactions contemplated hereby will be tried exclusively in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in The City and County of New York and the Company agrees to submit to the exclusive jurisdiction of, and to venue in, such courts.

SECTION 22. TRIAL BY JURY. THE COMPANY AND THE UNDERWRITER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 23. Payments Free and Clear. All payments to be made by the Company under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature, imposed by Chile, or by any department, agency or other political subdivision or taxing authority thereof, and all interest, penalties or similar liabilities with respect thereto (collectively, "Chilean Taxes"). If any Chilean Taxes are required by law to be deducted or withheld in connection with such payments, the Company will increase the amount paid so that the full amount of such payment is received by the Underwriter. The Company will furnish to the Underwriter official acknowledgment of the relevant tax authority evidencing any payment of any Chilean Taxes in respect of which the Company has paid any increased amounts pursuant to this paragraph.

SECTION 24. Disclosure of Tax Consequences. Notwithstanding anything herein to the contrary, the Company is authorized to disclose to any persons the U.S. federal and state income tax treatment and tax structure of the potential transaction and all materials of any kind (including tax opinions and other tax analyses) provided to the Company relating to that treatment and structure, without the Underwriter' s imposing any limitation of any kind. However, any information relating to the tax treatment and tax structure shall remain confidential (and the foregoing sentence shall not apply) to the extent necessary to enable any person to comply with securities laws. For this purpose, "tax structure" is limited to any facts that may be relevant to that treatment.

SECTION 25. Termination.

(a) The Underwriter may terminate this Agreement, by notice to the Company, at any time at or prior to the Time of Delivery (i) if there has been, since the time of execution of this Agreement or since the respective dates as of which information is given in the Prospectus (exclusive of any supplement thereto) or the Pricing Prospectus, any material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, or (ii) if there has occurred any material adverse change in the financial

markets in Chile, Colombia or in the United States or the international financial markets, any outbreak of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in Chilean, Colombian or the United States national or international political, financial or economic conditions, in each case the effect of which is such as to make it, in the judgment of the Underwriter, impracticable or inadvisable to market the Notes or to enforce contracts for the sale of the Notes, or (iii) if trading in any securities of the Company has been suspended or materially limited by the Santiago Stock Exchange, if trading in the Company' s common shares or ADSs, if any, has been suspended by the Commission or the NYSE, or if trading generally on the Santiago Stock Exchange or the NYSE has been suspended or materially limited, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices have been required, by any of said exchanges or by such system or by order of the Commission, FINRA or any other United States or Chilean governmental authority, or (iv) a material disruption has occurred in commercial banking or securities settlement or clearance services in the United States or with respect to Clearstream or Euroclear systems in Europe, or (v) if a banking moratorium has been declared by any of Chilean, U.S. federal or New York authorities; and

(b) If this Agreement is terminated pursuant to this Section, such termination shall be without liability of any party to any other party except as provided in Section 6 hereof, and provided further that Sections 1, 8, 9, 12, 18, 19, 20, 21, 22 and 23 shall survive such termination and remain in full force and effect.

SECTION 26. Counterparts. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such respective counterparts shall together constitute one and the same instrument.

If the foregoing is in accordance with your understanding, please sign and return to us one for the Company and the Underwriter plus one for each counsel counterparts hereof, and upon the acceptance hereof by you, this letter and such acceptance hereof shall constitute a binding agreement between the Underwriter and the Company.

Very truly yours,

CORPBANCA

By: /s/ Cristián Canales Palacios

Name: Cristián Canales Palacios

Title: Director - Legal Services, Control & Customer Service

[Signature Page to Underwriting Agreement]

Accepted as of the date hereof:

Citigroup Global Markets Inc.

By: /s/ Nicolas Bendersky

Name: Nicolas Bendersky

Title: Director - Latin America Credit Markets

[Signature Page to Underwriting Agreement]

Accepted as of the date hereof:

J.P. Morgan Securities LLC

By: /s/ Francisca Espinola

Name: Francisca Espinola

Title: Vice-President

SCHEDULE I

(a) Issuer Free Writing Prospectuses:

Preliminary Prospectus dated January 3, 2013.

The Pricing Term Sheet attached as Schedule IV hereto.

SCHEDULE II

List of Significant Subsidiaries

CorpBanca Colombia S.A.

SCHEDULE III

Underwriter	Principal Amount of Notes to be Purchased
Citigroup Global Markets Inc.	$400,000,000
J.P. Morgan Securities LLC	400,000,000
Total	$800,000,000

Schedule IV

Notes Form of Final Term Sheet
3.125% Senior Notes due 2018

Filed pursuant to Rule 433
Registration Statements No. 333-173509
Relating to Preliminary Prospectus Supplement dated
January 10, 2013

Pricing Term Sheet

A preliminary prospectus supplement of CorpBanca accompanies this free writing prospectus and is available from the SEC' s website at www.sec.gov.

Issuer:	CorpBanca
Form:	Senior Unsecured Notes
Offering:	SEC-Registered
Currency:	U.S. Dollars
Principal Amount:	$800,000,000
Maturity:	January 15, 2018
Coupon Rate:	3.125%
Interest Basis:	Payable semi-annually in arrears
Day Count:	30/360
Interest Payment Dates:	January 15 and July 15
First Interest Payment Date:	July 15, 2013
Price (%):	99.473%
Gross Proceeds:	$795,784,000
Benchmark Treasury:	UST 0.75% due 12/31/2017
Benchmark Treasury Spot and Yield:	99-25 3/4, 0.79%
Spread to Benchmark Treasury:	245 bps

Yield to Investors:	3.240%
Make-Whole Call Spread:	T + 35 bps
Underwriters' Discount:	0.40%
Pricing Date:	January 10, 2013
Settlement Date:	January 15, 2013 (T+3)
Listing:	Luxembourg Stock Exchange
Denominations:	US$200,000 and integral multiples of US$1,000 in excess thereof
CUSIP:	21987A AB6
ISIN:	US21987AAB61
Underwriters:	Citigroup Global Markets Inc. J.P. Morgan Securities LLC

The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus or any prospectus supplement for this offering if you request it by calling Citigroup Global Markets Inc. collect at 1-212-723-5427 or J.P. Morgan Securities LLC toll free in the United States at 1-866-846-2874.

Exhibit 5.1

Dechert LLP

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2929 Arch Street
Philadelphia, PA 19104-2808
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+1 215 994 2222 Fax
www.dechert.com

January 10, 2013

CorpBanca
Rosario Norte 660
Las Condes
Santiago, Chile

Ladies and Gentlemen,

We have acted as special U.S. counsel to CorpBanca, a *sociedad anónima* organized under the laws of the Republic of Chile (the "Bank") in connection with the preparation and filing of the preliminary prospectus supplement relating to the issuance and sale by the Bank of US$800 million aggregate principal amount of 3.125% senior notes due 2018 (the "Notes") dated January 3, 2013 with the Securities and Exchange Commission (the "Commission") together with the base prospectus supplement dated April 14, 2011 (the "Base Prospectus" and collectively, the "Preliminary Prospectus"), and the final prospectus supplement relating to the Notes dated January 11, 2013 together with the Base Prospectus (the "Final Prospectus" and together with the Preliminary Prospectus, the "Prospectus").

In rendering the opinions expressed below, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such corporate records, documents, agreements and certificates and other documents, and examined such questions of law, as we have considered necessary or appropriate for the purposes of this opinion letter.

In our examination, we have assumed the authenticity of the same, the correctness of the information contained therein, the genuineness of all signatures, the authority of all persons entering and maintaining records or executing documents, agreements and certificates (other than persons executing documents, agreements and certificates on behalf of the Bank), and the conformity to authentic originals of all items submitted to us as copies (whether certified, conformed, photostatic or by other electronic means) of records, documents, agreements or certificates. In rendering our opinions, we have relied as to factual matters upon certificates of public officials and certificates and representations of officers of the Bank.

Upon the basis of such examination and subject to the foregoing and the limitations, qualifications, exceptions and assumptions set forth herein, we advise you that, in our opinion when the Prospectus relating to the Notes is effective under the Securities Act, including any documents incorporated by reference therein or prospectus supplements, and not terminated or rescinded by the Commission, when the indenture relating to the Notes (the "Indenture") has been duly authorized, executed and delivered and qualified under the Trust Indenture Act of 1939, as amended, when the terms of the Notes and of their issuance and sale have been duly established in conformity with the Indenture so as not to violate any applicable law or result in a default under or breach of any agreement or instrument binding upon the Bank and so as to comply with any requirement or restriction imposed by any court or governmental body having jurisdiction over the Bank, and when the Notes have been duly authorized, executed and authenticated in accordance with the Indenture, duly delivered by or on behalf of the Bank against

payment therefor, and issued and sold as contemplated in the Prospectus and by such corporate action, the Notes will constitute valid and legally binding obligations of the Bank.

Our opinions are subject to: (i) the effect of bankruptcy, insolvency, reorganization, preference, fraudulent transfer, moratorium or other similar laws relating to or affecting the rights and remedies of creditors; (ii) the effect of general principles of equity, whether considered in a proceeding in equity or at law (including the possible unavailability of specific performance or injunctive relief), concepts of materiality, reasonableness, good faith and fair dealing, and the discretion of the court before which a proceeding is brought; and (iii) the invalidity under certain circumstances under law or court decisions of provisions providing for the indemnification of or contribution to a party with respect to a liability where such indemnification or contribution is contrary to public policy. We express no opinion as to (a) any provision for liquidated damages, default interest, late charges, monetary penalties, make-whole premiums or other economic remedies to the extent such provisions are deemed to constitute a penalty, (b) consents to, or restrictions upon, governing law, jurisdiction, venue, arbitration, remedies or judicial relief, (c) any provision requiring the payment of attorneys' fees, where such payment is contrary to law or public policy, (d) any provision permitting, upon acceleration of the Notes, collection of that portion of the stated principal amount thereof which might be determined to constitute unearned interest thereon, (e) any provision to the extent it requires that a claim with respect to a security denominated in other than U.S. dollars (or a judgment in respect of such a claim) be converted into U.S. dollars at a rate of exchange at a particular date, to the extent applicable law otherwise provides, (f) advance waivers of claims, defenses, rights granted by law, or notice, opportunity for hearing, evidentiary requirements, statutes of limitation, trial by jury or at law, or other procedural rights, (g) waivers of broadly or vaguely stated rights, (h) provisions for exclusivity, election or cumulation of rights or remedies, (h) provisions authorizing or validating conclusive or discretionary determinations, (i) grants of setoff rights, (j) proxies, powers and trusts, (k) provisions prohibiting, restricting, or requiring consent to assignment or transfer of any right or property, and (l) the severability, if invalid, of provisions to the foregoing effect.

The opinions expressed herein are limited to the federal laws of the United States of America and the laws of the State of New York. Our opinions are rendered only with respect to such laws, and the rules, regulations and orders under such laws that are currently in effect. We express no opinion with respect to the applicability of the laws of the State of New York, or the effect thereon, of the laws of any other jurisdiction, or as to any matters of municipal law or the laws of any local agencies within any state. In rendering the foregoing opinion, we have relied, with your permission and consent, without independent investigation, upon the opinion letter, dated January 10, 2013 of Barros y Errázuriz Abogados (the "Barros Opinion Letter"), with respect to all matters of Chilean law, and our opinions are subject to the same assumptions, qualifications and limitations with respect to such matters as are contained in the Barros Opinion Letter.

This opinion letter is being furnished to you in accordance with the requirements of Item 601(b)(5) of Regulation S-K of the Securities Act, and no opinion is expressed herein as to any matter other than as to the legality of the Notes. This opinion letter is for your benefit in connection with the Prospectus and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Securities Act.

We hereby consent to the filing of this opinion as an exhibit to the Current Report to be incorporated by reference in the Bank' s Registration Statement on Form F-3 (File No. 333-173509) as Exhibit 5.1 thereto, and to the use of our name under the caption "Legal matters" in the Preliminary Prospectus and the Final Prospectus. In giving such consent we do not thereby admit that we come within the category of persons

Dechert LLP

whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Dechert LLP

Dechert LLP

Exhibit 5.2

[Barros y Errázuriz Abogados letterhead]

January 10, 2013

CorpBanca
Rosario Norte 660
Las Condes
Santiago, Chile

Ladies and Gentlemen,

We have acted as Chilean counsel to CorpBanca, a *sociedad anónima* organized under the laws of the Republic of Chile (the "Bank"), in connection with the preparation and filing of the preliminary prospectus supplement relating to the issuance and sale by the Bank of US$800 million aggregate principal amount of 3.125% senior notes due 2018 (the "Notes") dated January 3, 2013 with the Securities and Exchange Commission (the "Commission") together with the base prospectus supplement dated April 14, 2011 (the "Base Prospectus" and collectively, the "Preliminary Prospectus"), and the final prospectus supplement relating to the Notes dated January 11, 2013 together with the Base Prospectus (the "Final Prospectus" and together with the Preliminary Prospectus, the "Prospectus").

In rendering the opinions expressed below, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such corporate records, documents, agreements and certificates and other documents, and examined such questions of law, as we have considered necessary or appropriate for the purposes of this opinion letter.

In connection with the opinions expressed below, we have assumed the genuineness of all signatures and the authenticity of all documents submitted to us as originals and the conformity to the originals of all documents submitted to us as copies.

Based upon the foregoing, and subject to the further assumptions and qualifications set forth below, we advise you that, in our opinion:

(1) the Bank is a corporation duly organized as a *sociedad anónima* and validly existing under the laws of the Republic of Chile.

(2) the Notes have been duly and validly authorized, executed and delivered and, assuming the due authentication of the Notes by the trustee and that the Notes constitute valid and legally binding obligations under the laws of the State of New York, the Notes constitute legally binding and valid obligations of the Bank, entitled to the benefits of the Indenture and enforceable against the Bank in accordance with their terms.

(3) a final and conclusive judgment for the payment of money rendered by a New York Court arising out of or in relation to the obligations of the Bank under the Notes would be recognized in the courts of the Republic of Chile and such courts would enforce such judgment on the Bank, without any retrial or re-examination of the merits of the original action under the following circumstances:

(a) if there is a treaty between the Republic of Chile and the country where the judgment was rendered with respect to the enforcement of foreign judgments, the provisions of such treaty shall be applied. On the date hereof, the Republic of Chile is not a party to any treaty with the United States of America with respect to the enforcement in the Republic of Chile of judgments rendered by a New York Court;

(b) if there is no treaty, the judgment will be enforced if there is reciprocity as to the enforcement of judgments (i.e., the relevant foreign court would enforce a judgment of a Chilean court under comparable circumstances);

(c) if it can be proved that there is no reciprocity, the judgment cannot be enforced;

(d) if reciprocity cannot be proved, the judgment will be enforced if it has not been rendered by default within the meaning of Chilean law; and

(e) in any event, the judgment may not be contrary to the public policy of the Republic of Chile and may not affect in any way properties located in the Republic of Chile, which are as a matter of law subject exclusively to the jurisdiction of Chilean courts, and must comply generally with international standards.

Upon compliance with the above, and provided that the judgment is submitted to the Supreme Court of the Republic of Chile, the courts in the Republic of Chile will enforce a final and conclusive judgment for the payment of money rendered by a New York Court, in accordance with the procedure contemplated for the enforcement of final and conclusive foreign judgments in the Chilean Civil Procedure Code. Whether a judgment is final and conclusive will depend on the laws of the country in which the judgment is rendered and this must be proven to Chilean courts. The Supreme Court of the Republic of Chile will hear whatever presentation the party against whom enforcement is sought wishes to make, which hearing will be limited to aspects relating to such enforcement and not to substantive issues resolved in the judgment.

With respect to public policy and the enforcement of the obligations of the Bank under the Notes and foreign judgments with respect thereto, we are of the opinion that, generally, any provisions thereof purporting to authorize conclusive determinations by any person, whether for interest, indemnities, costs or otherwise, may not be enforceable if they are based upon a determination which is so arbitrary and unreasonable as to be contrary to basic and fundamental principles of Chilean legislation. Also, disclaimers of liability will only be enforceable if there is no gross negligence or willful misconduct on the part of the person benefiting from such disclaimers.

We express no opinion as to the enforceability in the Republic of Chile of a foreign judgment obtained in any court other than a New York Court or as to the enforceability, in original actions in Chilean courts, of liabilities predicated solely on the Federal Securities laws of the United States of America and as to the enforceability in Chilean courts of judgments of a New York Court obtained in actions predicated upon the civil liability provisions of the Federal Securities laws of the United States of America.

We are lawyers admitted to practice in the Republic of Chile and the aforementioned opinions are limited to the laws of the Republic of Chile as in effect on the date hereof.

This opinion letter is being furnished to the Bank in accordance with the requirements of Item 601(b)(5) of Regulation S-K of the Securities Act of 1933, as amended (the "Securities Act"), and no opinion is expressed herein as to any matter other than as to the legality of the Notes. This opinion letter is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Securities Act.

We hereby consent to the filing of this opinion as an exhibit to the Current Report to be incorporated by reference in the Bank' s Registration Statement on Form F-3 (File No. 333-173509) as Exhibit 5.2 thereto, and to the reference to our name under the caption "Legal matters" in the Preliminary Prospectus and the Final Prospectus forming part of the Registration Statement. In giving this consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Sincerely,

/s/ Barros y Errázuriz Abogados

Barros y Errázuriz Abogados

Exhibit 8.1

Dechert LLP

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+1 215 994 4000 Main
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www.dechert.com

January 10, 2013

CorpBanca
Rosario Norte 660
Las Condes
Santiago, Chile

Ladies and Gentlemen,

As U.S. tax counsel to CorpBanca, a *sociedad anónima* organized under the laws of the Republic of Chile (the "Bank") in connection with the preparation and filing of the preliminary prospectus supplement relating to the issuance and sale by the Bank of US$800 million aggregate principal amount of 3.125% senior notes due 2018 (the "Notes") dated January 3, 2013 with the Securities and Exchange Commission (the "Commission") together with the base prospectus supplement dated April 14, 2011 (the "Base Prospectus" and collectively, the "Preliminary Prospectus"), and the final prospectus supplement relating to the Notes dated January 11, 2013 together with the Base Prospectus (the "Final Prospectus" and together with the Preliminary Prospectus, the "Prospectus"), we hereby confirm to you that the discussion set forth under the heading "Tax Considerations−U.S. Federal Income Tax Considerations" in the Prospectus is accurate in all material respects.

We hereby consent to the filing of this opinion as an exhibit to the Current Report to be incorporated by reference in the Bank' s Registration Statement on Form F-3 (File No. 333-173509) as Exhibit 8.1 thereto. In giving such consent we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Dechert LLP
Dechert LLP

Exhibit 8.2

[Barros y Errázuriz Abogados letterhead]

January 10, 2013

CorpBanca
Rosario Norte 660
Las Condes
Santiago, Chile

Ladies and Gentlemen,

As Chilean tax counsel to CorpBanca, a *sociedad anónima* organized under the laws of the Republic of Chile (the "Bank") in connection with the preparation and filing of the preliminary prospectus supplement relating to the issuance and sale by the Bank of US$800 million aggregate principal amount of 3.125% senior notes due 2018 (the "Notes") dated January 3, 2013 with the Securities and Exchange Commission (the "Commission") together with the base prospectus supplement dated April 14, 2011 (the "Base Prospectus" and collectively, the "Preliminary Prospectus"), and the final prospectus supplement relating to the Notes dated January 11, 2013 together with the Base Prospectus (the "Final Prospectus" and together with the Preliminary Prospectus, the "Prospectus"), we hereby confirm to you that the discussion set forth under the heading "Tax Considerations– Chilean Tax Considerations" in the Prospectus is accurate in all material respects.

We are lawyers admitted to practice in the Republic of Chile and the aforementioned opinions are limited to the laws of the Republic of Chile as in effect on the date hereof.

We hereby consent to the filing of this opinion as an exhibit to the Current Report to be incorporated by reference in the Bank' s Registration Statement on Form F-3 (File No. 333-173509) as Exhibit 8.2 thereto. In giving such consent we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

Sincerely,

/s/ Barros y Errázuriz Abogados
Barros y Errázuriz Abogados